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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution approving contract in the amount of **\$335,640** with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide after school staff support for the Bridge program at eight locations during fiscal year 2008-2009

MEETING DATE: July 2, 2008

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: Adopt resolution approving contract in the amount of **\$335,640** with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide after school staff support for the Bridge program at eight locations during fiscal year 2008-2009.

BACKGROUND INFORMATION: The Parks and Recreation Department and Lodi Unified School District ("District") have negotiated an agreement for the City to operate the Bridge programs at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, and Washington Elementary Schools for fiscal year 2008-09. The District is the grantee and the City of Lodi will be the sub-recipient of the grant funding through the California Department of Education.

In order to provide the recreational component required by Bridge1 grant standards, the District has entered into agreements with participating Community Based Organizations of which the City of Lodi Parks and Recreation Department is one. Other participating Community Based Organizations are the City of Stockton Parks and Recreation Department and the Lodi Boys and Girls Club. Each of these organizations will provide staff and supervision for their respective sites. Costs to provide the aforementioned services will be reimbursed to the participating Community Based Organizations by the District as the programs' designated fiscal agent as per the Agreement.

This contract went before the Lodi Unified School District Board for approval on June 17, 2008.

FISCAL IMPACT: The terms of the agreement include estimated revenues to the City of Lodi Parks and Recreation Department of **\$335,640**. These revenues will be received on a reimbursement basis (as costs are incurred by the City the District will reimburse the City). Therefore, the programs would be operated on a no cost basis (there will be no general fund contribution for the operation of these programs).

APPROVED:

A handwritten signature in black ink, appearing to read "Blair King".
Blair King, City Manager

FUNDING AVAILABLE: Funding will *be* provided by the After School Safety and Enrichment grant that was awarded to the District.



Steve Dutra
Interim Parks and Recreation Director

SD:tl

cc: City Attorney

**LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks and Recreation Department hereinafter called the Contractor. Contractor shall provide the following services; in coordination with the District to plan a program through a collaborative process that includes parents, youth, and representatives of participating public school sites, government agencies (e.g., parks & recreation departments), local law enforcement, community organizations, and the private sector. This contract will be entered into to provide support for education in a safe, constructive environment offering academic and enrichment components to assist the District in significantly increasing student performance and eliminating the achievement gap at Reckman, Rorchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, and Washington.

The services shall begin on July 21, 2008 and be completed by May 31, 2009

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 **days**, upon prior receipt and approval of a work completion statement:

§ Not to exceed \$335,640.00 Three Hundred Thirty Five Thousand. Six Hundred Forty and No/100 Dollars.

Funding/Account Code: 01.6010.9.1110.1000.5800.942.6412

*Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that **no** employees who have been convicted of serious or violent felonies as specified, will have contact with pupils. pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement. and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion. termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience. the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.*

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall **not** be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Independent Contractor

District

Requested by: _____ (Date)

Date: _____

School Site: _____ (Date)

Address: Blair King, City Manager

Authorized by: _____ (Date)

125 N. Stockton St., Lodi, CA 95240

Approved by: _____
Chief Business Officer

Phone: 209.333.6742

Date of Board Ratification: _____

THIS CONTRACT IS NOT VALID UNTIL RATIFIED BY THE BOARD OF TRUSTEES

Randi Juhl, City Clerk

D. Stephen Schwabauer, City Attorney

rev. 7/20/07

LUSD	2008	2009	Proposed	Budget
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****HR, FINANCE, AND PAYROLL TIME HAS NOT BEEN INCLUDED IN THIS BUDGET**

Site	Capacity	Position	Rate	Ave Hr	Site Total		
Woodbridge	60	Rec. Sp.	\$15.00	900	\$13,500		
		Rec. Ldr	\$10.50	900	\$9,450		
		Rec. Ldr	\$10.50	900	\$9,450		
		Coord.	\$20.00	120	\$2,349		
		Rec. Sup	\$43.00	125	\$5,468		
		Admin Sec.	\$35.00	31.5	\$1,113.00	\$1,113.00	
		P&R Dir	\$80.00	31		\$2,544.00	
		Admin Clrk	\$18.00	31		\$573.00	
Total					\$41,330	\$4,230.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total		
Needham	60	Rec. Sp.	\$15.00	900	\$13,500		
		Rec. Ldr	\$10.50	900	\$9,450		
		Rec. Ldr	\$10.50	900	\$9,450		
		Coord.	\$20.00	120	\$2,349		
		Rec. Sup	\$43.00	125	\$5,468		
		Admin Sec.	\$35.00	31.5	\$1,113.00	\$1,113.00	
		P&R Dir	\$80.00	31		\$2,544.00	
		Admin Clrk	\$18.00	31		\$573.00	
Total					\$41,330	\$4,230.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total		
Lawrence	60	Rec. Sp.	\$15.00	900	\$13,500		
		Rec. Ldr	\$10.50	900	\$9,450		
		Rec. Ldr	\$10.50	900	\$9,450		
		Coord.	\$20.00	120	\$2,349		
		Rec. Sup	\$43.00	125	\$5,468		
		Admin Sec.	\$35.00	31.5	\$1,113.00	\$1,113.00	
		P&R Dir	\$80.00	31		\$2,544.00	
		Admin Clrk	\$18.00	31		\$573.00	
Total					\$41,330	\$4,230.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total		
Washington	60	Rec. Sp.	\$15.00	900	\$13,500		
		Rec. Ldr	\$10.50	900	\$9,450		
		Rec. Ldr	\$10.50	900	\$9,450		
		Coord.	\$20.00	120	\$2,349		
		Rec. Sup	\$43.00	125	\$5,468		
		Admin Sec.	\$35.00	31.5	\$1,113.00	\$1,113.00	
		P&R Dir	\$80.00	31		\$2,544.00	
		Admin Clrk	\$18.00	31		\$573.00	
					\$41,330	\$4,230.00	
Total	\$41,330	x 8 sites			\$330,640	\$33,840.00	
	Misc.	money for	supplies.		\$5,000		
			Site Totals	Misc. Supplies	w/o match	In kind match	total w/ match
Grand	Totals		\$330,640	\$5,000	\$335,640	\$33,840.00	\$369,480

HR. FINANCE, AND PAYROLL TIME HAS NOT BEEN INCLUDED IN THIS BUDGET,

RESOLUTION NO. 2008-124

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN
LODI UNIFIED SCHOOL DISTRICT AND THE CITY OF LODI
TO PROVIDE THE BRIDGE PROGRAM AT EIGHT LOCATIONS
DURING FISCAL YEAR 2008-09

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide after school staff support for the Bridge program at eight elementary school locations during fiscal year 2008-09, in the amount of \$335,640.

Dated: July 2, 2008

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I hereby certify that Resolution No. 2008-124 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 2, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk